

**AGREEMENT BETWEEN THE CITY OF EVERETT
AND THE CITY OF LAKE FOREST PARK**

THIS AGREEMENT is made and entered into as of this 7th day of April, 2014, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington ("Everett") and the **CITY OF LAKE FOREST PARK**, a municipal corporation under the laws of the State of Washington ("Lake Forest Park").

WHEREAS, the City of Lake Forest Park Police Department desires to have one or more Lake Forest Park police officers ("Students") participate in motorcycle field training with Everett ("Motorcycle Training");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein do mutually agree as follows:

1. Purpose. The purpose of this Agreement is to define the terms for Everett allowing Lake Forest Park police officers to participate in Motorcycle Training. Motorcycle Training shall be provided by Everett as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
2. Period of Performance. The period of performance of this Agreement shall commence no earlier than the date of execution of the Agreement and be completed by December 31, 2014.
3. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
4. Termination. Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.
5. Termination for Cause. If for any cause either party does not fulfill its obligations under this Agreement, or if either party violates the terms and conditions of this Agreement, the aggrieved party will give the other party written notice of such failure or violation. The responsible party may correct the violation or failure within 15 business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

6. Assumption of Risk, Indemnification and Waiver of Liability. To the full extent permitted by law,
- a. Lake Forest Park assumes all risks of property damage, injury, illness or death in any way associated with Lake Forest Park employees' attendance at or participation in Motorcycle Training, except for those damages, injuries, illnesses or death resulting from Everett's sole negligence.
 - b. Lake Forest Park defends, indemnifies and holds harmless Everett, its elected officials, employees, representatives, volunteers, and agents from any and all claims, costs damages, judgments, awards of damages, and expenses in whatever form or nature (including reasonable attorney's fees), arising out of, or in any way resulting from Students' attendance at or participation in Motorcycle Training, except for those claims, costs damages, judgments, awards of damages, and expenses resulting from Everett's sole negligence.
 - c. Lake Forest Park waives and releases any and all rights and claims for damages, including attorney's fees, Lake Forest Park now, or may hereafter have, whether known or unknown, against Everett and its elected officials, employees, representatives, volunteers, and agents for any injuries, illness, death or property damage suffered by Student(s) arising out of, or in any way resulting from Lake Forest Park employees' attendance at or participation in Motorcycle Training, except for those injuries, illness, death or property damage resulting from Everett's sole negligence.
 - d. Lake Forest Park agrees that its obligations under this Agreement extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Lake Forest Park by mutual negotiation, hereby waives, as respects Everett only, any immunity that would otherwise be available against such claims under the industrial Insurance provisions of Title 51 RCW. In the event Everett incurs any judgment, award, and/or cost including attorneys' fees arising from enforcement of the provisions of this Agreement, all such fees, expenses, and costs shall be recoverable from Lake Forest Park.
 - e. In signing this Agreement, the undersigned asserts that Lake Forest Park knows of or has had the opportunity to investigate the risks involved in having officers participate in Motorcycle Training; understands that the terms of this Agreement are contractual and not a mere recital; and warrants that (s)he is the duly authorized representative of Lake Forest Park and he has the authority to bind Lake Forest Park to the terms and conditions of this Agreement.

7. No Third Party Beneficiaries: There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
8. Notices: Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the following persons:
- To the City of Lake Forest Park:
- C. Stephen Sutton
Chief of Police
17425 Ballinger Way NE
Lake Forest Park, WA 98335
- To the City of Everett:
- Kathy Atwood
Chief of Police
3002 Wetmore Ave.
Everett, WA 98201
9. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Snohomish County, Washington.
10. Waiver. Failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
11. Entire Agreement. This Agreement contains and represents the entire agreement between the parties, and supersedes all prior agreements, representations, understandings or discussions, oral or written, express or implied, with respect to the subject matter hereof. No other agreement, representation, discussion or understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties thereto, or modify this Agreement except pursuant to binding, written amendment as provided above.
12. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Lake Forest Park and Everett agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

IN WITNESS WHEREOF, Everett and Lake Forest Park have executed this Agreement as of the date first above written.

CITY OF EVERETT, WASHINGTON

CITY OF LAKE FOREST PARK,
WASHINGTON

By: Ray Stephanson By: Mary Jane Kerr
Ray Stephanson, Mayor Its Mayor

Date: 3-19-2014 Date: 4/7/14

ATTEST:

Sharon Fuller
Sharon Fuller, City Clerk
Date: 3-19-2014

APPROVED AS TO FORM:

James D. Iles
James D. Iles, City Attorney
Date: 3/24/14

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement with the City of
Lake Forest Park regarding
motorcycle field training

____ Briefing
____ Proposed Action
____ Consent
____ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Police

D/C Templeman

(425) 257-8493

3/19/2014

Initialed by:

Department Head

CAA

Council President

ds
ms

Location

Preceding Action

Attachments

Department(s) Approval

Agreement between the
City of Everett and the
City of Lake Forest Park

Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City of Lake Forest Park Police Department desires to have one or more of its officers participate in motorcycle field training with members of the Everett Police Department. The purpose of this agreement is to outline the terms and conditions for Everett to allow Lake Forest Park officers to participate in motorcycle training. There will be no cost to the City of Everett in association with this agreement.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the agreement with the City of Lake Forest Park regarding motorcycle field training at no cost to the City.

Council Approved
3/19/14
57